Mortgages—Assumption—Remedy of Mortgagee—Statute of Frauds. —*Flint* v. *Winter Harbor Land Co.*, 36 Atl. Rep. 634 (Me.). A deed conveyed land subject to a mortgage, "which said mortgage this grantee, by acceptance of this deed, hereby assumes and agrees to pay and fully discharge." Held, that the mortgagee could hold both the mortgagor and the grantee liable in equity or either liable in assumpsit and that after foreclosure, if the property was of less value than the debt, he could recover the deficiency from either or both in equity. The debt is part of the purchase money and the promise is not to pay the debt of another within the Statute of Frauds.

Chattel Mortgage of Sheep.—First Nat. Bank of Santa Ana v. *Errica et al.*, 47 Pac. Rep. 926 (Cal.). A chattel mortgage upon sheep does not extend by implication to wool growing upon them after the mortgage, nor to lambs in gestation at date of mortgage, according to an extension of the principle in *Shorbert* v. *DeMotta*, 112 Cal. 215, 44 Pac. 487, where such a mortgage was held not to cover lambs subsequently born.

Joint Will—Probate.—In re Davis' Will, Ia. Appeal of Hodges, 26 S. E. Rep. 636 (N. C.). An instrument purporting to be the joint will of two parties cannot be probated as a joint will during the life of one of the parties. Such writing may be proved as the separate will of one of the parties on his death, while the other is living.

DAMAGES.

Common Carriers—Delay in Delivery—Damages.—Mitchell v. *Weir*, 43 N. Y. Sup. 1123. Plaintiff shipped by defendant company a bicycle to be used by her during her vacation, she being unable to use it at any other time. There was a failure to deliver the bicycle; at the close of her vacation company offered to deliver it, which was refused. Plaintiff was unable to get another bicycle to ride. Held, that the above facts brought the case within the rule of damages for failure to deliver on the part of the carrier and that damages to the value of the bicycle should be assessed.

Action—Damnum absque Injuria—Expenses of Litigation.—Andrus v. *Bay Creek Ry. Co.*, 36 Atl. Rep. 826 (N. J.). A railway company, after having instituted condemnation proceedings to secure certain land for its use, discontinued such proceedings, thereby put-

ting the owner of the land to needless expense for counsel fees and other incidentals. An action in tort was brought to recover damages for this loss to the landowner, and the case was held to be one of *damnum absque injuria*. The English courts maintain, in similar cases, a rule quite as stringent as this (2 Addison on Torts, § 863).

Assessment—Rule in Assessment of Mill Property.—Troy Cotton & Woolen Manufactory v. *City of Fall River*, 46 N. E. Rep. 99 (Mass.). It is found that the land, buildings and machinery of a mill, which are subject to local taxation, are in the aggregate more valuable when kept together and used for mill purposes, than if one is separated from the other, and when all are owned by the same person or corporation each item should be valued as it is used in connection with the others, though the land alone would be more valuable for other purposes. The court extends the rule declared in *Tremont and Suffolk Mills* v. *City of Lowell*, 163 Mass. 283, 39 N.E. 1028, to the machinery used in manufacturing establishments which is locally taxable in connection with the land and buildings thereon.

Master and Servant—Wrongful Discharge.—Tickler v. *Andrae Manuf'g Co.*, 70 N. W. Rep. 292 (Wis.). In an action for wrongful discharge a servant cannot recover his expenses in seeking other employment, even though his wages in such other employment are charged in reduction of his damage.

NEGOTIABLE PAPER.

Check—What Constitutes—Indorsement on Architect's Certificate.—Industrial Bank of Chicago v. *Bower*, 46 N. E. Rep. 10 (Ill.). An architect's certificate recited that a certain sum was due the contractor, the E. B. Co. P. H. & Co. had made a building loan to the owner which was drawn on such certificates as needed. The owner wrote on the back of the certificate: "P. H. & Co., Pay to the order of the E. B. Co., John R. Bowes." Held, that although the drawees were not bankers, the indorsement constituted a check and not a bill of exchange. 64 Ill. App. 300 reversed.

Note—Sufficiency of Consideration.—Irwin v. *Lombard University*, 46 N. E. Rep. 63 (Ohio). A note given for certain defined educational purposes, which were carried out, is upon a sufficient con-